

A. G. Contract No. KR95 0691TRN  
ADOT ECS File: JPA 95-58  
Project: STP-PPN-0(23)P/SL365 01D  
Section: Oracle Pedestrian Path

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
PINAL COUNTY, ARIZONA

THIS AGREEMENT is entered into 18 July, 1995,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and  
PINAL COUNTY acting by and through its BOARD OF SUPERVISORS  
(the "County").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has  
by resolution, a copy of which is attached hereto and made a  
part hereof, resolved to enter into this agreement and has  
delegated to the undersigned the authority to execute this  
agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the County.

3. Congress has authorized appropriations for, but not  
limited to, the design of streets and primary, feeder and  
farm-to-market roads; the replacement of bridges; the  
elimination of roadside obstacles; and the application of  
pavement markings.

4. Such project within the boundary of the County has  
been selected by the County and has been submitted to the  
Federal Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in  
the acquisition of federal funds for the use and benefit of the  
County by reason of federal law and regulations under which  
funds for the project are authorized to be expended.

---

NO. <u>19886</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/18/95</u>
<u>Jane Lee Hull</u> Secretary of State
By <u>Vicky Graenewald</u>

6. The work embraced by this agreement and the estimated project costs are as follows: Design Oracle Pedestrian Pathway.

Estimated Design Cost	\$	5,365.00
Federal Aid Funds @ 80%	\$	4,292.00
Pinal County Funds @ 20%	\$	1,073.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to furnish and provide County funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the County with federal funds for design work addressed under this agreement at 94.3% of the project cost.

4. The County will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Pima County  
Director, Public Works  
PO Box 727  
Florence, AZ 85232

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By *Sandie Smith*  
SANDIE SMITH, Chairman *4/29/95*  
Board of Supervisors

By *Peter L. Eno*  
PETER L. ENO  
Contract Administrator

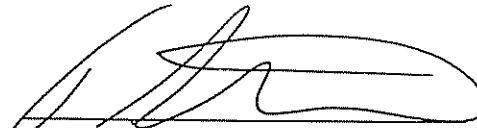
ATTEST

By *Stanley D. Griffis*  
STANLEY D. GRIFFIS  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 31st day of March 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with with Pinal County for the purpose of defining responsibilities for the federal aid design of an Oracle Pedestrian Pathway.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

RESOLUTION NO. 62995-JPA 95-58

RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS AUTHORIZING PINAL COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT IDENTIFIED AS JPA 95-58 WITH THE STATE OF ARIZONA BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION

**WHEREAS**, Pinal County ("County") plans to participate in the design of the Oracle Pedestrian Pathway, hereinafter referred to as the "Project", and

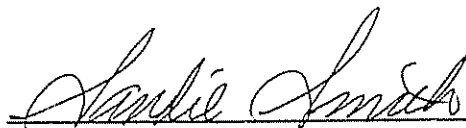
**WHEREAS**, it is in the best interests of the County to have the State of Arizona, through its Department of Transportation ("State"), assist in obtaining federal funds for the Project, and

**WHEREAS**, it is in the best interests of the County to define the responsibilities of the County and the State on the Project.

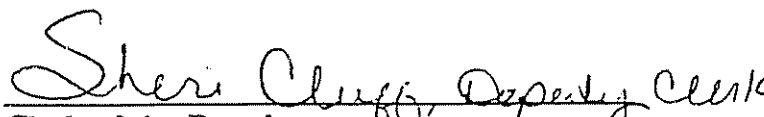
**THEREFORE, BE IT RESOLVED:** It is in the best interests of Pinal County to enter into Intergovernmental Agreement JPA 95-58 with the State of Arizona, by and through its Department of Transportation, for the purpose of defining the responsibilities of the County and the State for the design of the Oracle Pedestrian Pathway.

**BE IT FURTHER RESOLVED:** Pinal County is authorized and shall hereby enter into said intergovernmental agreement with the State of Arizona, by and through its Department of Transportation, for the purposes stated above, and the Chairman of the Pinal County Board of Supervisors is authorized on behalf of Pinal County to execute said intergovernmental agreement.

**PASSED AND ADOPTED** this 29 day of June, 1995, by the PINAL COUNTY BOARD OF SUPERVISORS.

  
Chairman

ATTEST:

  
Clerk of the Board

JPA 95-58

**APPROVAL OF THE PINAL COUNTY ATTORNEY**

I have reviewed the above-referenced proposed intergovernmental agreement, between the State of Arizona, acting through the Department of Transportation and Pinal County, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 14<sup>th</sup> day of June, 1995.

GILBERTO V. FIGUEROA  
PINAL COUNTY ATTORNEY

Patricia A. Grub  
Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-0691-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 12th day of July, 1995.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8828G/105